

THOMPSON  
HINE & FLORY LLP

*Attorneys at Law*

November 30, 2000

RECORDATION NO. 23238-A FILED

NOV 30 '00 : 1-56 PM

SURFACE TRANSPORTATION BOARD

**VIA HAND DELIVERY**

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are executed counterparts of a secondary document not previously recorded, entitled Collateral Assignment of Railroad Car Use Agreement (the "Assignment") between Kasgro Leasing, LLC (the "Assignor") and Heller Financial Leasing, Inc. ("Assignee"), dated as of November 28, 2000.

The parties to the enclosed Assignment are:

ASSIGNOR — Kasgro Leasing, LLC  
320 East Cherry Street  
New Castle, PA 16102

ASSIGNEE — Heller Financial Leasing, Inc.  
500 W. Monroe Street  
Chicago, IL 60661

The said Assignment has been entered into by the parties as security for certain obligations of Assignor in connection with its purchase of certain flat railcars, as described below. Pursuant to the Assignment, Assignor is assigning all of its right, title and interest in and to, but not its obligations under, that certain Railroad Car Use Agreement, dated as of November 16, 1998 (the "Lease") between Assignor, as Lessor, and General Electric Co., Greenville, South Carolina, as Lessee, such Lease covering the said railcars. A Memorandum of the said Lease is being filed concurrently herewith. The instant Assignment should be recorded under the Recordation Number assigned to the Memorandum of Lease as -A.

The units of equipment covered by the instant Assignment are the flat railcars as described in Schedule I attached hereto.

1920 N Street, N.W. Washington, D.C. 20036-1601 202-331-8800 fax 331-8330

BRUSSELS, BELGIUM CINCINNATI CLEVELAND COLUMBUS DAYTON PALM BEACH WASHINGTON, D.C.

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A short summary of the Assignment of Lease to appear in the STB Index follows:

“Assignment of Railroad Car Use Agreement, dated as of November 28, 2000 between Kasgro Leasing, LLC as Assignor and Heller Financial Leasing, Inc. as Assignee, covering 6 flat railcars bearing identification marks and numbers: LNAL 70925-70926, and KRL 70921-70924 as listed on Schedule I to the Assignment.”

Once the filing has been made, please return to bearer the stamped counterparts not needed for your files, together with the fee receipt and letter from the Secretary acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,



John K. Maser III

*Attorney for purposes of this filing for  
Kasgro Leasing, LLC and Heller  
Financial Leasing, Inc.*

Enclosures

110720  
049849.03

**SCHEDULE I**

GENERAL ELECTRIC - Greenville, SC.

LNAL 70926  
LNAL 70925  
KRL 70924  
KRL 70923  
KRL 70922  
KRL 70921

**COLLATERAL ASSIGNMENT OF  
RAILROAD CAR USE AGREEMENT**

NOV 30 '00 : 1-56 PM

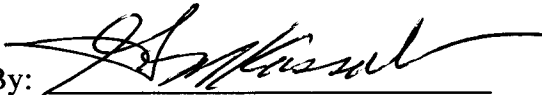
SURFACE TRANSPORTATION BOARD

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KASGRO LEASING, LLC, a Pennsylvania limited liability company (together with its successors and permitted assigns, the "Assignor"), hereby assigns to HELLER FINANCIAL LEASING, INC., a Delaware corporation (together with its successors and permitted assigns, the "Assignee"), as security for certain obligations of Assignor in connection with its purchase of certain flat railcars, all of its right, title, and interest in and to, but not its obligations under, the following described Railroad Car Use Agreement:

Railroad Car Use Agreement, dated as of November 16, 1998 (together with all amendments and supplements thereto, the "Lease") between Assignor, as Lessor, and GENERAL ELECTRIC, as Lessee, such Lease covering certain flat railcars as described in Schedule I hereto. A memorandum of the said Lease has been filed with the Surface Transportation Board.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment of Railroad Car Use Agreement to be duly executed by their respective duly authorized officers, on the 28 day of November, 2000.

KASGRO LEASING, LLC.

By:   
Title: PRES. & CEO

HELLER FINANCIAL LEASING, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLLATERAL ASSIGNMENT OF  
RAILROAD CAR USE AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KASGRO LEASING, LLC, a Pennsylvania limited liability company (together with its successors and permitted assigns, the "Assignor"), hereby assigns to HELLER FINANCIAL LEASING, INC., a Delaware corporation (together with its successors and permitted assigns, the "Assignee"), as security for certain obligations of Assignor in connection with its purchase of certain flat railcars, all of its right, title, and interest in and to, but not its obligations under, the following described Railroad Car Use Agreement:

Railroad Car Use Agreement, dated as of November 16, 1998 (together with all amendments and supplements thereto, the "Lease") between Assignor, as Lessor, and GENERAL ELECTRIC, as Lessee, such Lease covering certain flat railcars as described in Schedule I hereto. A memorandum of the said Lease has been filed with the Surface Transportation Board.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment of Railroad Car Use Agreement to be duly executed by their respective duly authorized officers, on the \_\_\_\_\_ day of November, 2000.

KASGRO LEASING, LLC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

HELLER FINANCIAL LEASING, INC.

By: Joseph L. Williams

Title: Vice President

STATE OF Pennsylvania

)

SS:

COUNTY OF Lawrence

)

On this 28<sup>th</sup> day of November, 2000, before me personally appeared G.M. Kassab to me personally known, who, being duly sworn, did say that he is President & CEO of Kasgro Leasing, LLC, and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

Joan M. Phillips  
Notary Public

My Commission Expires:

8-20-01

Notarial Seal  
Joan M. Phillips, Notary Public  
Taylor Twp., Lawrence County  
My Commission Expires Aug. 20, 2001  
Member, Pennsylvania Association of Notaries

STATE OF \_\_\_\_\_

)

SS:

COUNTY OF \_\_\_\_\_

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me personally appeared \_\_\_\_\_ to me personally known, who, being duly sworn, did say that he is \_\_\_\_\_ of Heller Financial Leasing, Inc., and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

110601  
049849.03

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me personally appeared \_\_\_\_\_ to me personally known, who, being duly sworn, did say that he is \_\_\_\_\_ of Kasgro Leasing, LLC, and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) ss:

On this 21st day of November, 2000, before me personally appeared Joseph B. Williams to me personally known, who, being duly sworn, did say that he is Vice President of Heller Financial Leasing, Inc., and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



**SCHEDULE I**

GENERAL ELECTRIC - Greenville, SC.

LNAL 70926  
LNAL 70925  
KRL 70924  
KRL 70923  
KRL 70922  
KRL 70921